



American Arbitration Association
Dispute Resolution Services Worldwide

Pennsylvania Labor Center

August 8, 2011

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Marc L. Gelman, Esq.
Jennings Sigmond, P.C.
The Penn Mutual Towers
510 Walnut Street, 16th Floor
Philadelphia, PA 19106

Mr. Joseph Tolan
City of Philadelphia
Law Department
One Parkway Building, 17th Floor
1515 Arch Street
Philadelphia, PA 19102

Re: 14 390 01919 10
Fraternal Order of Police, Lodge #5
and
City of Philadelphia

Grievance: P/O Nicholas J. Halbherr PR# [REDACTED] - Three (3) Day Suspension

Dear Parties:

This will confirm that the above-entitled matter has been settled. Accordingly, the hearing scheduled for August 26, 2011 is cancelled and the Association's file is hereby closed.

Please be advised that it is the AAA's policy to retain closed cases for a maximum period of six (6) months after their closing date. Therefore, please take note that the above reference case file will be destroyed six months from the date of this letter.

Any unpaid fees still due the Association and the Arbitrator in the above-captioned matter remain fully payable. Your cooperation in this regard is greatly appreciated.

Thank you for choosing the American Arbitration Association.

Very truly yours,

Elena Giantsios
Case Manager
[REDACTED]
giantsiose@adr.org

cc: Thomas G. McConnell, Jr., Esq.

AMERICAN ARBITRATION ASSOCIATION

FRATERNAL ORDER OF POLICE : Case No. AAA 14 390 1919 10

LODGE NO. 5 :

- and - : Grievance: Nicholas Halbherr
PR [REDACTED]

CITY OF PHILADELPHIA :

SETTLEMENT AGREEMENT

WHEREAS, the City of Philadelphia ("City") and the Fraternal Order of Police, Lodge No. 5 ("FOP") are parties to a collective bargaining agreement; and,

WHEREAS, the FOP initiated a grievance on behalf of Nicholas Halbherr challenging the City's suspension of Halbherr as violation of the collective bargaining agreement; and,

WHEREAS, the City denies that the suspension violated the collective bargaining agreement;

WHEREAS, the parties now wish to enter into a settlement agreement to avoid the further expense and delay of litigation.

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual promises contained herein, the parties hereby enter into this Settlement Agreement ("Agreement") and agree to the following terms:

1. The City will reduce the Three (3) day suspension to a written reprimand. The grievant shall be made whole for this three day suspension.

2. This Agreement is not intended in any way to set precedent or to prejudice the respective positions of the parties with respect to this matter or any other future disputes, or other legal matters. This Agreement may not be introduced, or referred to, for any purpose by either party in any subsequent administrative, judicial, or other legal proceedings. This Agreement may, however, be used in any proceeding necessary to compel enforcement of the Agreement.

3. By entering into this Agreement, all parties hereto acknowledge that they have read the Agreement, have had the opportunity to review its terms and conditions with their respective counsel, that they understand said terms and conditions, that they enter into this Agreement voluntarily, and agree to be bound by the terms of this Agreement.

4. By entering into this Agreement and in exchange for the promises made herein, Halbherr for himself, his agents, legal representatives, assigns, heirs, legatees, administrators, personal representatives and executors, voluntarily and of his own free will agrees to and hereby does forever release, discharge and hold harmless the City and its current and former officers, employees, attorneys, workers and agents, from any and all claims, demands, actions, liabilities and other claims for relief and/or remuneration whatsoever, including but not limited to, claims for overtime compensation, whether known or unknown, arising from or which could have arisen from the facts and circumstances giving rise to the grievance described above.

5. The Grievant further agrees to release the FOP, its officers, members, employees, and agents from any claims he had, has, or may have against them arising out of the subject matter of said grievance, including but not limited to claims of breach of duty of fair representation.

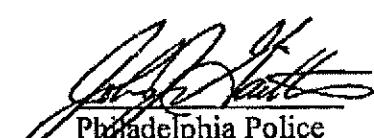
6. It is understood that acceptance of this Agreement by the parties is not to be construed in any court, proceeding, or legal matter whatsoever, or otherwise, as an admission of liability on the part of any party to this Agreement.

WHEREFORE, the FOP, the City, and Halbherr, intending to be legally bound hereby, enter into this agreement this _____ day of _____, 2011, as evidenced by their signatures or the signatures of their representatives below.



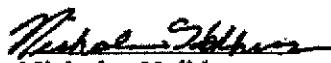
Fraternal Order of
Police, Lodge 5

Title: 1st Tr 6
Date: Pensioner



Philadelphia Police
Department

Title: _____
Date: _____



Nicholas Halbherr

Date: 11-10-11